

IN THE CIRCUIT COURT OF THE SEVENTEENTH JUDICIAL CIRCUIT  
IN AND FOR BROWARD COUNTY, FLORIDA

OFFICE OF THE ATTORNEY GENERAL,  
STATE OF FLORIDA, DEPARTMENT OF  
LEGAL AFFAIRS,

CASE NO.

Plaintiff,

v.

AMERICAN PC CORPORATION,  
*an active Florida Corporation*; and  
RAJU SHARMA, *an individual*,

Defendants.

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**COMPLAINT**

Plaintiff, Office of the Attorney General, State of Florida, Department of Legal Affairs (“Attorney General”), brings this action under the Florida Deceptive and Unfair Trade Practice Act, Chapter 501, Part II, Florida Statutes (“FDUTPA”), against AMERICAN PC CORPORATION, *an active Florida corporation*, and RAJU SHARMA, *an individual* (collectively, “Defendants”), to obtain permanent injunctive relief and other statutory and equitable relief, and further states:

**I. JURISDICTION AND VENUE**

1. This action is brought to obtain permanent injunctive relief, pursuant to Section 501.207(1)(b), Florida Statutes; civil penalties pursuant to Sections 501.2075 and 501.2077, Florida Statutes; equitable relief pursuant to Section 501.207(3), Florida Statutes, including consumer restitution; and other just and appropriate relief under FDUTPA. This Court has jurisdiction pursuant to FDUTPA and Section 26.012, Florida Statutes.

2. Defendants, at all times material to this Complaint, whether acting alone or in concert with others, solicited consumers within the definition of Section 501.203(7), Florida Statutes, and engaged in trade or commerce as defined by Section 501.203(8), Florida Statutes.

3. Venue is proper in the Seventeenth Judicial Circuit as Defendants, during the pertinent period alleged in this Complaint, maintained a place of business in Sunrise, Broward County, Florida. Further, the statutory violations alleged herein affected, or occurred in, more than one judicial circuit in the State of Florida, and elsewhere throughout the United States.

## **II. PLAINTIFF**

4. The Attorney General is an enforcing authority of FDUTPA and is authorized by Section 501.207(1)(b), Florida Statutes, to bring an action to enjoin any person who has violated, is violating, or is otherwise likely to violate FDUTPA, and by Section 501.207(3), Florida Statutes, to obtain equitable relief, as appropriate.

5. The State of Florida has conducted an investigation, and the Attorney General has determined that an enforcement action serves the public interest, as required by Section 501.207(2), Florida Statutes.

## **III. DEFENDANTS**

6. Defendant, AMERICAN PC CORPORATION (“APC”), is an active Florida for-profit corporation, established on or around March 17, 2017, with its principal place of business at 12717 W. Sunrise Boulevard, Suite 417, Sunrise, FL 33323. APC offers for sale purported tech support services and computer security products to consumers in Florida and elsewhere throughout the United States. At times material to this Complaint, acting alone or in concert with others, APC has advertised, marketed, distributed, or sold computer technical support services and security software to consumers throughout the United States.

7. Defendant, RAJU SHARMA (“SHARMA”), is the owner, president, and sole director of APC, and resides at 3202 Kimber Ct Apt. 55, San Jose, California. SHARMA is not in the military and is otherwise *sui juris*.

#### **IV. DEFENDANTS’ MISLEADING AND DECEPTIVE BUSINESS PRACTICES**

8. Beginning in at least 2017, the Attorney General began receiving complaints from consumers in Florida and elsewhere throughout the United States, alleging that Defendants were engaging in deceptive trade practices as it relates to Defendants’ telemarketing scheme, which includes deceptively selling unnecessary technical support software and services.

9. Defendants operate a scheme that deceives consumers into purchasing computer technical support software and services to address alleged problems without any indication that such problems exist. Defendants carry out their scheme by misrepresenting that consumers’ computers are infected with viruses, malware, adware, or are otherwise compromised, and by falsely claiming to be authorized or certified by well-known technology companies, such as Microsoft. APC, by and through its telemarketer-employees and under the direction of SHARMA, initiates contact with consumers through outbound cold calling. APC’s conduct has generated numerous complaints from defrauded consumers, many of whom are elderly, and caused substantial financial harm.

10. Additionally, many consumers have filed complaints with various consumer protection agencies, and with Microsoft, in an effort to resolve their claims against APC.

11. APC’s deceptive actions and misrepresentations, by and through its telemarketer-employees and under the direction of SHARMA, are likely to mislead consumers acting reasonably under the circumstances and in fact have misled consumers in the State of Florida and elsewhere throughout the United States.

12. As a result of Defendants' deceptive actions and misrepresentations, consumers have suffered injury.

13. Unless Defendants are permanently enjoined from engaging further in the acts and practices complained of herein, that is, the selling unnecessary technical support software and services, the continued activities of Defendants will result in irreparable injury to the public for which there is no adequate remedy at law.

**Defendants Deceive Consumers into Buying  
Unnecessary Tech Support Services and Security Software**

14. Since approximately March 2017, APC, by and through its telemarketer-employees and under the direction of SHARMA, has cold called consumers throughout the United States claiming to be from or affiliated with well-known technology companies, such as Microsoft. During these telephone calls, APC claims that consumers' computers have been compromised by hackers, viruses, malware, adware, or some other vulnerability.

15. Consumers who answer APC's cold calls are connected with telemarketers employed by Defendants. APC's telemarketers then deliver a pre-written sales pitch designed to convince consumers that their computers are in urgent need of repair, whether or not APC has detected an actual threat or issue.

16. To gain consumers' trust, APC, by and through its telemarketer-employees and under the direction of SHARMA, claims that it is affiliated with Microsoft Corporation. In fact, Defendants and their telemarketers are not affiliated or certified by Microsoft in any way. Moreover, Defendants' telemarketers are not qualified or authorized by Microsoft to diagnose computer problems. Thus, such misrepresentations are knowingly false and misleading to consumers.

17. After misleading and convincing consumers to believe that there is a serious problem that APC is qualified to diagnose and fix, the telemarketers tell consumers that they need to remotely access their computers to do so. The telemarketers typically direct consumers to a website through which APC can begin the remote access session. Once APC gains remote access, the telemarketer is able to control the consumers' computers. Among other things, APC can view the computer screen, move the cursor, enter commands, run applications, and access stored files. At the same time, consumers can see what APC is seeing and doing on their computers.

18. Once in control of consumers' computers, APC's telemarketers say they will run a series of purported diagnostic evaluations. In reality, the "diagnostic" is nothing more than a high-pressured sales pitch designed to scare consumers into believing that their computers are corrupted, hacked, or otherwise compromised. APC, by and through its telemarketer-employees and under the direction of SHARMA, claims to have identified performance or security problems on consumers' computers that must be resolved immediately, regardless of whether any actual vulnerability exists.

19. After convincing consumers that their computers are in urgent need of repair, maintenance, or security software, APC telemarketers mislead consumers to believe that their sensitive personal and financial information will be exposed to hackers. APC further offers purported service plans to regularly "clean up" the computers and check for cookies. APC uses this tactic as a reason to cold call consumers periodically to sell more software. Consumers who do not immediately agree to purchase are subjected to intense pressure and repeated callbacks from APC.

20. If the consumer agrees to pay, APC's telemarketers ask the consumer for the consumer's bank account number, routing number, and check number, so the telemarketer can

process the payment over the phone or, sometimes, by mail to 12717 W. Sunrise Boulevard, Suite 417, Sunrise, FL 33323. After obtaining the consumer's bank account information, APC pretends to start the "repairs."

21. Consumers report being charged up to \$1,700.00 for APC's purported services.

22. In numerous instances, these "repairs" are unnecessary or even harmful. At best, APC leaves consumers' computers in no better condition than when APC first called the consumers. At worst, APC services, by and through its telemarketer-employees and under the direction of SHARMA, may cause consumers' computers to become slower, less stable, and more vulnerable to other technical and security problems.

23. Defendant APC knew or should have known that its acts and practices were deceptive and misleading to consumers, and willfully engaged in such deceptive acts and practices.

#### **Defendants' Deceptive Telemarketing Campaign**

24. Defendant APC calls unsuspecting consumers as an alert that the consumer's computer security has been compromised in the form of a virus, malware, or hacker attack. Such misrepresentations are made to consumers by APC, even though APC's telemarketers have no information about the specific consumer's computer in order to make any such claim as to its security or status.

25. Defendant APC is engaging in "commercial telephone solicitation," as defined in the Florida Telemarketing Act ("FTA"), Section 501.603(1), Florida Statutes, as it is conducting unsolicited telephone calls to consumers "for the purpose of inducing the person to purchase" tech support products and services.

26. Defendant APC is a "commercial telephone seller" engaged in the "solicitation" of "consumer goods or services," as defined in the FTA, Sections 501.603(2), (3), and (12), Fla Stat.

27. Defendants operate without a telemarketing license, in violation of Section 501.616, Florida Statutes.

28. Defendants fail to use signed, written contracts reflecting the terms of the purchase of tech support products and services, in violation of Section 501.615(1), Florida Statutes.

29. Defendants refuse to provide refunds to consumers in violation of the FTA, Section 501.615(6)(a), Florida Statutes, which requires that consumers be given a refund, credit, or replacement for services which are not as presented or not received as promised.

### **Individual Liability for APC's Deceptive Acts and Practices**

30. Once a corporation's liability for violations of FDUTPA is established, individual defendants may be liable for (1) injunctive relief for the corporate defendants' practices if the individual defendants participated directly in the practices or acts or had authority to control them, and (2) monetary relief if the individual had actual or constructive knowledge of the practices.

31. At all times material to this Complaint, acting alone or in concert with others, Defendant SHARMA has formulated, directed, controlled, and had the authority to control the acts and practices set forth in this Complaint.

32. Defendant SHARMA organized and created APC, and is a signatory to its Articles of Incorporation and subsequent corporate filings with the Florida Department of State.

33. Defendant SHARMA is listed as the President and sole director on APC's corporate filings.

34. Defendant SHARMA opened and actively manages the P.O. Box listed as the address on corporate filings, 12717 W. Sunrise Boulevard, Suite 417, Sunrise, FL 33323. SHARMA provided his government-issued identification for the U.S. Postal Service P.O. Box

application. This is the address to which consumers mail payment for APC's tech support services. Defendant SHARMA frequently checks this P.O. Box in person and removes its contents.

35. Defendant SHARMA, at all times material to this Complaint, directly participated in APC's unfair and deceptive acts and practices, knew or should have known that the acts and practices of APC as alleged herein are unfair or deceptive or prohibited by rule, and willfully engaged in such deceptive acts and practices.

## **V. CONSUMER INJURY**

36. APC's deceptive actions and misrepresentations, by and through its telemarketer-employees and under the direction of SHARMA, are likely to mislead consumers acting reasonably under the circumstances and in fact have misled consumers in the State of Florida and elsewhere throughout the United States

37. Consumers have suffered and will continue to suffer substantial injury as a result of Defendants' violations of FDUTPA, the FTA, and the TSR. In addition, Defendants have been unjustly enriched as a result of their unlawful acts or practices. Absent injunctive relief by this Court, Defendants are likely to continue to injure consumers, reap unjust enrichment, and harm the public interest.

## **COUNT I VIOLATIONS OF FDUTPA**

38. Plaintiff adopts and incorporates herein and re-alleges Paragraphs 1-37 above as if fully set forth herein.

39. Section 501.204, Florida Statutes, prohibits unfair methods of competition or unconscionable, deceptive, or unfair acts or practices in the conduct of trade or commerce.

40. When construing whether acts or practices violate FDUTPA, it is the intent of the Legislature that "due consideration and great weight shall be given to the interpretations [by] the

Federal Trade Commission and the federal courts relating to the ... Federal Trade Commission Act.” Section 501.204(2), Florida Statutes.

41. Additionally, all FDUTPA provisions are to be “construed liberally” to promote the protection of the “consuming public and legitimate business enterprises from those who engage in ... deceptive, or unfair acts or practices in the conduct of any trade or commerce” and “to make state consumer protection and enforcement consistent with established policies of federal law relating to consumer protection.” Section 501.202, Fla. Stat.

42. A FDUTPA violation may be based upon any of the following:

- (a) Any rules promulgated pursuant to the Federal Trade Commission Act, 15 U.S.C. ss. 41 *et seq.*;
- (b) The standards of unfairness and deception set forth and interpreted by the Federal Trade Commission or the federal courts; or
- (c) Any law, statute, rule, regulation, or ordinance which proscribes unfair methods of competition, or unfair, deceptive, or unconscionable acts or practices.” § 501.203(3), Fla. Stat.

43. As more fully detailed above in paragraphs 1 through 35, Defendants have engaged in a pattern of deceptive and unfair acts and practices as it relates to their telemarketing tech support scheme.

44. APC’s deceptive actions and misrepresentations, by and through its telemarketer-employees and under the direction of SHARMA, are likely to mislead consumers acting reasonably under the circumstances and in fact have misled consumers in the State of Florida and elsewhere throughout the United States.

45. Thus, Defendant APC has violated FDUTPA, and is liable for injunctive and equitable monetary relief, along with other statutory relief.

46. Defendant SHARMA directs, controls, and has the authority to control the acts and practices of APC, and knew, or should have known, that the acts and practices of APC alleged herein are unfair or deceptive or prohibited by rule. Accordingly, Defendant SHARMA is individually liable for APC'S FDUTPA violations. Therefore, Defendant SHARMA is subject to equitable, legal, or other relief, as well as civil penalties and fees and costs, provided for by FDUTPA.

47. Defendants have violated FDUTPA, and the above-described acts and practices of Defendants have injured and prejudiced the public and consumers in the State of Florida and elsewhere throughout the United States.

48. Unless Defendants are permanently enjoined from engaging further in the acts and practices complained of herein, Defendants' continued deceptive and unfair business practices will result in irreparable injury to the public and consumers in the State of Florida for which there is no adequate remedy at law.

49. Section 501.207(1)(b), Florida Statutes, authorizes this Court to enter an injunction against any person who has violated, is violating, or is otherwise likely to violate, FDUTPA.

50. Pursuant to Section 501.207(3), Florida Statutes, this Court is authorized in an action for an injunction brought by the enforcing authority under Section 501.207(1)(b), Florida Statutes, to enter an order that the Defendants provide restitution and other equitable relief.

51. Defendants have committed one or more willful violations of Section 501.204, Florida Statutes, and pursuant to Section 501.2075, Florida Statutes, this Court is also authorized to impose a civil penalty upon the Defendants of up to \$10,000 for each willful violation of FDUTPA by Defendants.

52. Defendants have committed one or more willful violations of Section 501.204, Florida Statutes, and pursuant to Section 501.2077, Florida Statutes, this Court is authorized to impose a civil penalty upon the Defendants of up to \$15,000 for each willful violation of FDUTPA that victimizes a senior citizen or handicapped person as defined in that Section.

53. The Attorney General has incurred reasonable attorney's fees and costs and is entitled to have those fees and costs reimbursed by Defendants pursuant to Sections 501.2075 and 501.2105, Florida Statutes.

**COUNT II**  
**VIOLATIONS OF FDUTPA BASED ON**  
**VIOLATIONS OF THE FLORIDA TELEMARKETING ACT,**  
**CHAPTER 501.601, FLA. STAT. *et seq.***

54. Plaintiff adopts, incorporates herein and re-alleges paragraphs 1 through 37 as if fully forth hereinafter.

55. Section 501.203(3)(c), Fla. Stat., establishes that a violation of any law, statute, rule, regulation, or ordinance which proscribes unfair methods of competition, or unfair, deceptive, or unconscionable acts or practices is a violation of the provisions of FDUTPA and is subject to the penalties and remedies provided for such violations.

56. The FTA, Sections 501.601 through 501.626, Fla. Stat., was enacted to "promote the general welfare of the public." § 501.602, Fla. Stat. Therefore, any violation of Sections 501.601 through 501.626, is an unfair or deceptive act or practice in violation of FDUTPA, Section 501.203(3)(c) and is subject to the penalties and remedies provided for such violation.

57. Defendants operate without a license, in violation of Section 501.616, Fla. Stat.

58. Defendants fail to use signed, written contracts reflecting the terms of the purchase of tech support products and services, in violation of Section 501.615(1), Fla. Stat.

59. Defendants refuse to provide refunds to consumers in violation of the FTA, Section 501.615(6)(a), Fla. Stat., which requires that consumers be given a refund, credit, or replacement for services which are not as presented or not received as promised.

60. Defendants' violations of the FTA as described above constitute violations of FDUTPA, Section 501.203(3)(c).

61. As a result of the foregoing, Defendants have violated FDUTPA.

**COUNT III**  
**VIOLATIONS OF FDUTPA BASED ON VIOLATIONS OF THE TELEMARKETING  
SALES RULE, 16 CFR PART 310**

62. Plaintiff adopts, incorporates herein, and realleges paragraphs 1-37 as if fully set forth hereinafter.

63. Section 501.203(3)(c), Fla. Stat., establishes that a violation of any law, statute, rule, regulation, or ordinance which proscribes unfair methods of competition, or unfair, deceptive, or unconscionable acts or practices is a violation of FDUTPA and is subject to the penalties and remedies provided for such violations.

64. Defendants are "sellers" or "telemarketers" engaged in "telemarketing," as defined by the TSR, 16 C.F.R. §§ 310.2(dd), (ff), and (gg).

65. Defendants are telemarketers that initiated outbound telephone calls to consumers in Florida and throughout the United States to induce the purchase of tech support products and services.

66. The Telemarketing Sales Rule ("TSR"), 16 C.F.R. Part 310, as amended is promulgated by the Federal Trade Commission and implements the Telemarketing and Consumer Fraud and Abuse Prevention Act, 15 U.S.C. 6101-6108, as amended. The TSR prohibits deceptive telemarketing acts or practices and other abusive telemarketing acts or practices. Therefore, any

violation of the TSR constitutes a violation of FDUTPA and is subject to the penalties and remedies provided for such violations.

67. In numerous instances, in connection with telemarketing their goods and services, Defendants violated the TSR, 16 C.F.R. § 310.3(2), by making false or misleading statements, directly or by implication, to induce consumers to pay for tech support products or services, including but not limited to, misrepresentations that Defendants are part of well-known U.S. technology companies, such as Microsoft Corporation, or are certified or authorized by Microsoft to service their products.

68. Additionally, Defendants violated the TSR, 16 C.F.R. § 310.3(2) by making false or misleading statements, directly or by implication, to induce consumers to pay for tech support products or services, including but not limited to, misrepresentations that Defendants have detected security or performance issues on consumers' computers, including system errors, viruses, spyware, malware, or the presence of hackers.

69. Defendants' violations of the TSR as described above constitute violations of FDUTPA.

70. Accordingly, Defendants have engaged in deceptive or unfair acts or practices in violation of FDUTPA.

## **VI. PRAYER FOR RELIEF**

**WHEREFORE**, Plaintiff, the Attorney General, pursuant to FDUTPA, the FTA, and the TSR, requests that this Honorable Court enter Judgment against Defendants, jointly and severally to:

- A. Permanently ENJOIN Defendants and their officers, affiliates, agents, servants, employees, and those persons in active concert or participation with them who receive actual notice of

this injunction, from engaging in any activity which relates in any manner to the telemarketing, sale, offering, providing, or accepting of payments for technical support services and products to consumers; and from committing future violations of FDUTPA, the FTA, and the TSR by making false or misleading representations to consumers in the conduct of any trade or commerce;

- B. AWARD such relief as the Court finds appropriate, pursuant to Section 501.207, Florida Statutes; and such equitable or other relief as is just and appropriate pursuant to Section 501.207(3), Florida Statutes;
- C. ASSESS civil penalties in the amount of Ten Thousand Dollars (\$10,000.00) as prescribed by Sections 501.2075 and 501.619, Florida Statutes, or Fifteen Thousand Dollars (\$15,000.00) for victimized senior citizens or handicapped persons as prescribed by Section 501.2077, Florida Statutes, for each act or practice found to be in violation of FDUTPA;
- D. AWARD attorney's fees and costs pursuant to Sections 501.2075, 501.2105, and 601.621, Florida Statutes, or as otherwise authorized by law; and,
- E. GRANT such other relief as this Court deems just and proper.

Dated: March 6, 2019

Respectfully submitted,

**ASHLEY MOODY**  
**ATTORNEY GENERAL**

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